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Attorneys for Plaintiff
AUTODESK, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

AUTODESK, INC., a Delaware
corporation,

Plaintiff,

v.

BUYPCSOFT.COM, INC., a Texas
corporation; MEHRAN TABATABAYEE,
an individual; H S SQUARED
INTERNATIONAL, LLC, a New
Hampshire limited liability company;
SEAN SAAD, an individual; and DOES 1
through 10, inclusive,

Defendants.

CASE NO. CV 09-02337 RMW (PVT)

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR ENTRY OF DEFAULT
JUDGMENT AND ISSUANCE OF
PERMANENT INJUNCTION AGAINST
ALL DEFENDANTS AS MODIFIED BY COURT**

Date: November 20, 2009
Time: 9:00 a.m.
Dept.: Courtroom 6, 4th Floor
Judge: Hon. Ronald M. Whyte

Defendants Buypcsoft.com, Inc., Mehran Tabatabayee, H S Squared International, LLC, and Sean Saad (collectively, “Defendants”) having failed to plead or otherwise appear in this action and defaults against Defendants having been entered in this action by the Clerk pursuant to FRCP 55(a);

Plaintiff Autodesk, Inc. (“Autodesk”) having filed its Motion For Entry Of Default Judgment And Issuance Of Permanent Injunction Against All Defendants (the “Motion”), as supported by the Declarations of Evelyn R. LaHaie, Paul Fournier, Richard W. Gilbert, P.E., and Eric A. Handler (collectively, the “Declarations”), and having served the Motion and the Declarations on Defendants; and

The Court having considered the Motion, the Declarations, the evidence and documents on file herein, and the testimony and evidence presented at the hearing on the Motion, and good cause appearing,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court finds that:

(a) Defendants willfully, intentionally, and maliciously infringed Autodesk’s copyrights in AutoCAD® 2008 and AutoCAD® 2009 software (collectively, the “Autodesk Products”) in violation of the Copyright Act, 17 U.S.C. § 101, *et seq.*;

(b) Defendants used and trafficked in technologies, products, services, devices, components, and/or parts thereof to circumvent technological copyright protection measures in the Autodesk Products, and that such use and trafficking was done willfully, intentionally, and maliciously in violation of the Digital Millennium Copyright Act, 17 U.S.C. § 1201, *et seq.*; and

(c) In connection with Defendants’ sale, offering for sale, and distribution of unauthorized copies of the Autodesk Products, Defendants used and distributed counterfeit copies of two of Autodesk’s trademarks, Autodesk® and AutoCAD®, (collectively, the “Autodesk Trademarks”) and that such use and distribution was done willfully, intentionally, and maliciously in violation of the Lanham Act, 15 U.S.C. § 1051, *et seq.*

2. Pursuant to 17 U.S.C. §§ 502(a) and 1203(b)(1) and 15 U.S.C. §§ 1114(2) and 1116(a), the Court hereby issues a permanent injunction enjoining and restraining Defendants,

and each of them, and their respective agents, servants, employees, successors, and assigns, and all other persons acting in concert or conspiracy with Defendants or affiliated with Defendants, from:

(a) copying, reproducing, distributing, or using any unauthorized copies of Autodesk's copyrighted software products;

(b) otherwise infringing any of Autodesk's copyrights;

(c) using any technologies, products, services, devices, components, or parts thereof to circumvent technological copyright protection measures associated with any of Autodesk's software products;

(d) copying, reproducing, advertising, offering for sale, distributing, or using any software products under or in connection with any of Autodesk's trademarks or any other marks confusingly similar thereto;

(e) using in any manner any of Autodesk's trademarks, or any marks confusingly similar thereto, in connection with any of Defendants' goods in such a manner that is likely to create the erroneous belief that said goods are authorized by, sponsored by, licensed by, or are in some way associated with Autodesk; and

(f) otherwise infringing any of Autodesk's trademarks.

3. Defendants are hereby ordered to immediately destroy:

(a) any and all infringing copies in Defendants' possession, custody, or control of Autodesk's software products and materials bearing Autodesk's trademarks without Autodesk's authorization; and

(b) any device or product involved in Defendants' circumvention of technological copyright protection measures associated with any of Autodesk's software products.

4. Defendants shall file with this Court and serve on Autodesk within thirty (30) days after entry of judgment a report, in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with the injunction.

5. Autodesk is awarded as against Defendants, jointly and severally, statutory

1 damages totaling \$512,500 based upon:

2 (a) The two individually copyrighted Autodesk Products that Defendants
3 willfully, intentionally, and maliciously infringed without Autodesk's authorization, as allowed
4 by 17 U.S.C. § 504, in the aggregate amount of \$300,000;

5 (b) Five instances in which Defendants willfully, intentionally, and
6 maliciously used and/or trafficked in technologies, products, services, devices, components,
7 and/or parts thereof to circumvent technological copyright protection measures in the Autodesk
8 Products, as allowed by 17 U.S.C. § 1203(c)(3), in the aggregate amount of \$12,500; and

9 (c) The willful, intentional, and malicious use by Defendants, in connection
10 with their sale, offering for sale, and distribution of unauthorized copies of the Autodesk
11 Products, of counterfeit copies of the two individually registered Autodesk Trademarks, as
12 allowed by 15 U.S.C. § 1117(c), in the aggregate amount of \$200,000.

13 6. Pursuant to 17 U.S.C. §§ 505 and 1203(b)(4) and 15 U.S.C. § 1117(a)(3),
14 Autodesk is awarded as against Defendants, jointly and severally, costs of suit ~~in the combined~~
15 ~~amount of \$520.~~ Plaintiff may submit a bill of costs per Civil L.R. 54.

16 7. Pursuant to 17 U.S.C. §§ 505 and 1203(b)(5) and 15 U.S.C. § 1117(a)(3),
17 Autodesk is awarded as against Defendants, jointly and severally, attorney's fees in the amount of
18 \$27,615.

19 8. Judgment shall be entered in favor of Autodesk and against Defendants, jointly
20 and severally, in the total amount of ~~\$540,635.~~ \$540,115, plus costs.

21 9. Pursuant to 28 U.S.C. § 1961(a), Autodesk is entitled to post-judgment interest on
22 the sums described above at the statutory rate.

23 **IT IS SO ORDERED.**

24
25 Dated: 11/20/09



26 Hon. Ronald M. Whyte
27 United States District Court Judge
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